

1 STEVEN L. MILLER, ESQ. SBN 092835  
2 stevenlmillerlaw@gmail.com  
3 **STEVEN L. MILLER, APLC**  
4 16133 Ventura Boulevard, Suite 645  
Encino, CA 91436  
Telephone: (818) 986-8900  
Facsimile: (818) 716-6552

5 KENNETH S. GAINES, ESQ. SBN 049045  
6 kenneth@gaineslawfirm.com  
7 DANIEL F. GAINES, ESQ. SBN 251488  
8 daniel@gaineslawfirm.com  
9 ALEX P. KATOFISKY, ESQ. SBN 202754  
10 alex@gaineslawfirm.com  
11 **GAINES & GAINES, APLC**  
12 21550 Oxnard Street, Suite 980  
Woodland Hills, CA 91367  
Telephone: (818) 703-8985  
Facsimile: (818) 703-8984

11 Attorneys for Plaintiff James Anslow, on behalf of himself and all others similarly  
12 situated, and on behalf of the general public

13 **UNITED STATES DISTRICT COURT**

14 **NORTHERN DISTRICT OF CALIFORNIA - SAN FRANCISCO DIVISION**

15 JAMES ANSLOW, on behalf of himself  
16 and all others similarly situated,

17 v.

18 WELLINGTON ENERGY, INC., a  
19 Pennsylvania corporation, and DOES 1  
through 50, inclusive,

20 Defendants.

CASE NO: CV11-1596-JCS

**STIPULATION AND [PROPOSED]  
ORDER FOR LEAVE TO FILE  
FIRST AMENDED COMPLAINT**

21  
22  
23  
24 WHEREFORE, Plaintiff JAMES ANSLOW ("Plaintiff") and Defendant  
25 WELLINGTON ENERGY, INC. ("Defendant") (together as the "Parties"), through  
26 their respective counsel of record, hereby stipulate and agree as follows:

27 WHEREAS, on February 28, 2011 Plaintiff filed this putative class action in the  
28 Superior Court of the State of California, County of San Francisco;

1 WHEREAS, Defendant subsequently removed the action to this Court;

2 WHEREAS, the Parties participated in a mediation on November 15, 2011  
3 before Mark Rudy, Esq., which led to an agreement to resolve the entire action on a  
4 classwide basis;

5 WHEREAS, the settlement compromises claims which have not yet been  
6 asserted in a complaint in the action;

7 WHEREAS, to effectuate the settlement, counsel for the Parties met and  
8 conferred and agreed to stipulate for leave for Plaintiff to file a First Amended  
9 Complaint, which adds a cause of action for penalties pursuant to the Private  
10 Attorneys General Act of 2004 (*Labor Code* § 2698 *et. seq.*) and a cause of action for  
11 waiting time penalties pursuant to Labor Code § 203.

12 BASED UPON THE FOREGOING, IT IS HEREBY STIPULATED as  
13 follows:

14 1. Plaintiff may file the proposed First Amended Complaint, a true and  
15 correct copy of which is attached hereto as Exhibit A;

16 2. Plaintiff shall file the First Amended Complaint no later than three (3)  
17 Court days following entry of an Order from the Court granting Plaintiff leave to  
18 amend to file the First Amended Complaint;

19 3. Defendant shall not be required to file a response to the First Amended  
20 Complaint; and  
21  
22  
23  
24  
25  
26  
27  
28

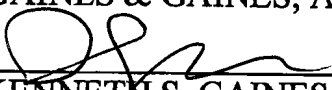
4. If for any reason the Court declines to enter an order granting preliminary or final approval of the Joint Stipulation of Class Action Settlement Agreement ("Settlement") or the Effective Date of the Settlement does not occur, this Stipulation shall be null and void.

**IT IS SO STIPULATED.**

Dated: *April 5*, 2012

GAINES & GAINES, APLC


By:

  
KENNETH S. GAINES  
DANIEL B. GAINES  
ALEX P. KATOFISKY  
Attorneys for Plaintiff  
JAMES ANSLOW

Dated: *April 5*, 2012

REED SMITH LLP

By:

  
LINDA HUSAR  
MARA D. MATHEKE  
Attorneys for Defendant  
WELLINGTON ENERGY, INC.

REED SMITH LLP  
A limited liability partnership formed in the State of Delaware

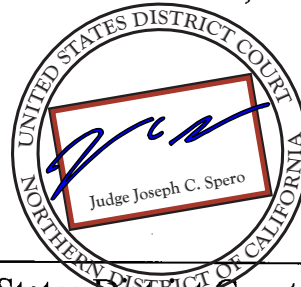
**ORDER**

Pursuant to the above Stipulation between the Parties, and for good cause appearing, the Court hereby ORDERS as follows:

1. Plaintiff may file the proposed First Amended Complaint, a true and correct copy of which is attached to the Parties' stipulation as Exhibit A;
2. Plaintiff shall file the First Amended Complaint no later than three (3) Court days following entry of this Order;
3. Defendant shall not be required to file a response to the First Amended Complaint; and
4. If for any reason the Court declines to enter an order granting preliminary or final approval of the Joint Stipulation of Class Action Settlement Agreement ("Settlement") or the Effective Date of the Settlement does not occur, this Stipulation shall be null and void.

**IT IS SO ORDERED.**

Dated: April 6, 2012



United States District Court Judge  
Joseph C. Spero